# CONNECTICUT FAIR PLAN

# PRODUCERS'

# MANUAL

77 Hartland Street, Suite 308
East Hartford, Connecticut 06108-3260
**Phone** **(860) 528-9546**
**FAX** **(860) 282-0070**
**Website** **www.ctfairplan.com**

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## FOREWORD

The Connecticut FAIR Plan has been established to conform to the Urban Property Protection and Reinsurance Act of 1968 and its amendments and Title 38a of the Connecticut General Statutes.

The aim of the FAIR (Fair Access to Insurance Requirements) Plan is to provide property insurance regardless of environmental conditions. The property and premises must meet reasonable underwriting standards.

Always try to get coverage with a standard insurance company where better coverage may be obtained. You should also check with your Excess and Surplus Lines broker for more appropriate coverage that may be available to the insured. The FAIR Plan should be your last resort.

## PRODUCER'S AUTHORITY

The FAIR Plan has no agents and the use of the term "Agent" does not grant any contract relationship, either real or implied, between the FAIR Plan and any individual or entity.

1. NO PRODUCER HAS THE AUTHORITY TO BIND COVERAGE IN THE FAIR PLAN, issue policies, endorsements or cancellation notices nor assign the adjustment of any loss on behalf of the FAIR Plan.

2. The Connecticut licensed producer is acting as the designated representative of the applicant or insured and not as an agent of the FAIR Plan.

Revised 8/01

# WHO TO CONTACT IN THE FAIR PLAN

**Office Hours - 8:00 a.m. - 4:00 p.m.**

***Telephone Number (860) 528-9546*** ***Fax Number (860) 282-0070***

**Website www.ctfairplan.com**

Connecticut Arson Hot Line 1-800-84-ARSON

| ADMINISTRATION | Ext. | E-Mail |
|---|---|---|
| Amy Moriarty, President/General Manager | 236 | Amy@ctfairplan.com |
| Lisa Klebart, Director Operations & Underwriting | 223 | Lisa@ctfairplan.com |
| Melissa Pleva, Executive Admin | 225 | Melissa@ctfairplan.com |

ACCOUNTING

| | | |
|---|---|---|
| Bookkeeping | 233 | Accounting@ctfairplan.com |

CLAIMS

| | | |
|---|---|---|
| Mary Ryder | 238 | Mary@ctfairplan.com |
| Michael Brennan | 227 | Michael@ctfairplan.com |
| Tony D'Inzillo | 220 | Tony@ctfairplan.com |

UNDERWRITING

| | | |
|---|---|---|
| Mary Ryder | 238 | Mary@ctfairplan.com |
| Michael Brennan | 227 | Michael@ctfairplan.com |
| Tony D'Inzillo | 220 | Tony@ctfairplan.com |

Forms and Manuals Supplies@ctfairplan.com

(New and renewal business, cancellations, endorsements, expiration notices)

**Fax applications to 860 282 0070 or email to applications@ctfairplan.com**

Revised 10/26

## HOW AND WHERE TO APPLY

### NEW BUSINESS

The Application for Basic Property and Liability Insurance is ACORD 66 CT and may be filed directly by any CONNECTICUT LICENSED PRODUCER and MUST BE PROPERLY COMPLETED, SIGNED, AND DATED BY THE APPLICANT or a representative who has Power of Attorney.**

The Notice of Adverse Underwriting Decision (page 4 of the Application) must be completed on all OWNER-OCCUPIED dwellings.

A CORPORATE QUESTIONNAIRE (Form #6) must accompany an application from a company, corporation, trust or holding company, or partnership.

A VACANCY QUESTIONNAIRE (Form #7) must accompany vacant/unoccupied applications.

Upon Receipt by the FAIR Plan:

If the application is unsigned or so incomplete that we cannot begin processing, it will be returned to the producer.

If incomplete, but we are able to begin processing the application, we will follow up for the missing information. (Form #21). We must have this information before we release our quotation.

*An inspection will be ordered,* and we have 20 days to get back to you with a quotation or a declination. Our 20 days does not begin until we have a *completed* and *signed application*.

If the risk is acceptable, a quotation will be mailed to the producer *only.* If condition charges apply, they will be listed on the quotation with a separate premium. If the conditions are corrected, notify us in writing for reinspection and possible removal of the charge. The charge can be removed any time during the policy year once the recommendations have been corrected.

Our new business quotation numbers will start with a QH or QC and the policy numbers will start with an H for habitational and C for commercial. Renewal quotations begin with QU.

The quotation is valid for 60 days from the date of issuance. Coverage will become effective upon receipt of the total annual premium in the office of the FAIR Plan. Let us know if you want coverage to become effective on a specific date after the receipt date.

If the risk is unacceptable, a Declination Notice will be mailed to the applicant and the producer. See APPEALS section.

***A list of forms can be found in our FORMS INDEX. The ACORD 66 CT Application and the Vacancy and Corporate Questionnaires can now be downloaded from our website.***

# BINDER PROVISION

To prevent lapses of insurance coverage for risks eligible under the program before coverage has been made available or declined, the insurance requested, subject to all provisions of this program will be automatically effective on the twenty-first day following the date the completed application was received or such later date requested by the insured on the application if:

(1) through no fault of the applicant, coverage has not been either offered or denied within twenty calendar days after the date the completed application was received, and,

(2) the applicant at any time prior to the receipt of a report indicating that the property is uninsurable, pays the estimated annual premium,

(3) Manual rates shall be used in developing the estimated annual premium, which shall be subject to an appropriate premium adjustment, if necessary, based on an inspection of the property.

Revised 5/96

# ELIGIBLE PROPERTY & COVERAGES

Standard fire coverage is available for property in Connecticut that is in *insurable* condition. We provide Actual Cash Value - **not** replacement cost coverage. This is very basic named peril coverage and **does not** include theft, freezing, water damage, etc. - See enclosed dwelling form DP 00 01 and commercial form CP 00 99 for coverages. 1 to 3 family occupied dwellings and 1 to 3 family vacant/unoccupied dwellings written in the name of an Estate or 1-3 family dwellings that are vacant/unoccupied under renovation are eligible for Liability coverage (subject to inspection).

| | |
|---|---|
| HABITATIONAL: ("DP" prefix) | 1 - 4 family owner or tenant occupied dwellings and contents, renters/ tenant's contents, condos and rowhouses |
| COMMERCIAL: ("CF" prefix) | 5+ family apartment buildings, mercantile and manufacturing risks |

**INELIGIBLE** PROPERTIES - 1) Vacant property that is not in the name of an estate or not under renovation, and 2) Farm Property

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| | |
|---|---|
| VACANT ESTATE: | Eligible for Fire, Extended Coverage, Vandalism & Malicious Mischief and Liability (1 – 3 family) coverages but named insured has to be "The Estate of…". ** |
| VACANT UNDER RENOVATION | Fire, Extended Coverage, V&MM and Liability (1 – 3 family) coverages are available. ** |
| BUILDER'S RISK: | Buildings under construction are written on a completed value basis. Evidence of construction, i.e. contracts, letter of intent must be provided. Liability coverage is not available. |
| COVERAGES B & D: | See DP 00 01 in Forms Index for details |
| COINSURANCE: | Commercial policies can be written with 80%, 90% or (flat) no coinsurance. Habitational policies are written flat. |
| SCHEDULE/BLANKET COVERAGE | Blanket coverage is not available. Schedules are not available unless 2 or more buildings are on the same lot. |
| DEDUCTIBLES: | Habitational - $250, $500, $1,000, $2,500, $5,000, $7,500, $10,000 |
| | Commercial - $500, $1,000, $2,500, $5,000, $10,000, $25,000, $50,000 and $75,000. |

Deductibles for vacant buildings under renovation, under construction or in the name of an Estate will be equal to 5% of Coverage A (building), subject to a minimum deductible of $1,000 and maximums above.

*** Effective 1/1/2009 all dwellings located within 2600' from the Connecticut shoreline will have 2 deductibles. There will be a named perils deductible and a separate 5% Hurricane Deductible that applies in the event of physical loss caused directly or indirectly by windstorm associated with a declared hurricane.

**Revised 6/06
*** 1/2009

## LIMITS OF INSURANCE

1. The word "location" is defined as a fixed location. The maximum limits follow:

| | | LIMITS |
|---|---|---|
| A. | Habitational: | |
| | a. Coverage A - One to four family dwellings | $ 350,000 |
| | b. Coverage C - Household contents and personal property | $ 75,000 |
| | c. Coverage B - Other Structures may apply 10% of building amount (not additional insurance) | |
| | d. Coverage D - Fair Rental Value may apply 10% of building amount, not to exceed 1/12 per month - (not additional insurance) | |
| B. | Commercial: | |
| | a. Fire Resistive Construction | $ 1,000,000 |
| | b. Ordinary Masonry Construction | $ 700,000 |
| | c. Frame Construction | $ 500,000 |
| | Commercial contents: | |
| | a. Fire Resistive Construction | $ 250,000 |
| | b. Ordinary Masonry Construction | $ 200,000 |
| | c. Frame Construction | $ 200,000 |
| | The above commercial content limits may be doubled in the case of sole occupancy at any location. | |

The foregoing maximum limit of insurance may be increased upon approval of the Governing Committee but in no event shall the total amount of insurance exceed $1,500,000 on any single risk.

2. LIABILITY (includes a $1,000 medical payment coverage)
1 to 3 family occupied dwellings and 1 to 3 family vacant/unoccupied dwellings written in the name of an Estate or 1-3 family dwellings that are vacant/unoccupied under renovation are eligible. **

| | |
|---|---|
| Coverage amounts available: | $ 300,000 |
| | $ 100,000 |
| | $ 50,000 |
| | $ 25,000 |

(Form # CFP181 Lead Exclusion is attached to all liability coverage. This excludes coverage for any claim that results in any way from lead.)

Dog Bites -

We have the 'Animal Liability Exclusion Endorsement' that allows us to provide liability coverage but exclude any dog(s) that has bitten and is still on the premises. An 'Acknowledgement of Exclusion of Animal Liability Coverage' Form must be completed and signed by all Applicants/Insureds before we can provide liability coverage.

Rev 6/06 and 11/08

## VACANT, UNOCCUPIED, ESTATE, UNDER RENOVATION OR UNDER CONSTRUCTION PROPERTIES

Property is considered vacant when it is not being lived in and does not contain sufficient furnishings or other property customary to its intended use or occupancy. Property is considered unoccupied when it is not being lived in although it contains furnishings or other property customary to its intended use or occupancy.

A one, two, three or four family dwelling shall not be deemed vacant or unoccupied as long as one of the units is occupied. Property that is vacant/unoccupied for sixty (60) or more consecutive days does not meet underwriting standards and is not insurable through the FAIR Plan.

Estate property and properties under renovation or construction are not considered vacant/unoccupied and may be left uninhabited for more than 60 days. These buildings are subject to a deductible of 5% of Coverage A (building). The minimum deductible is $1,000. The maximum deductibles are $2,500 for habitational and $25,000 for commercial properties.

Habitational Property: Liability (1–3 family) coverage and V&MM coverage are now available on vacant/unoccupied under renovation property as well as vacant/unoccupied estate property that is still in probate. **

Commercial Property: V&MM coverage is also now available on vacant/unoccupied under renovation property. **

VACANCY QUESTIONNAIRE, must be submitted. This form can be downloaded from our website www.ctfairplan.com.

Rev 6/06

## INSPECTIONS

1. Property will be inspected without cost to the applicant.

2. Inspections must be made with the property owner or representative. Full access to the building must be provided to the inspector.

NOTE: Please advise the applicant/insured that the property must be inspected and that an inspector will call to arrange an appointment.

**TELEPHONE NUMBERS OF CONTACT PEOPLE MUST BE INCLUDED ON THE APPLICATION FOR THIS PURPOSE.**

## REINSPECTIONS

The FAIR Plan will reinspect property when it feels it is necessary. If the condition of the property after reinspection warrants the application or elimination of condition charges, the premium will be adjusted accordingly.

*If we are unable to establish contact or if the contact person does not show for the inspection appointment, we will decline, cancel or non-renew.*

Revised 5/96

## ADVERSE UNDERWRITING CONDITIONS

An application, binder or policy may be declined, cancelled or nonrenewed by the Plan, if any of the following conditions exist:

1. Extended vacancy or unoccupancy of the property for sixty (60) days or more, other than for renovation purposes.

2. Substantial damage that has not been repaired.

3. Failure to pay real estate taxes on the property for two years or more.

4. Failure, within the insureds control, to furnish heat, water, or electricity for 30 days or more.

5. Failure within a reasonable time to correct conditions dangerous to life, health or safety.

6. Failure to provide protective devices required by law.

7. Conviction of any person with a financial interest in the property of fraud or incendiarism.

8. Loss history of the applicant/insured.

9. Material misrepresentation concerning this insurance or subject thereof.

10. Abandonment of the property or removal of heating or plumbing equipment or fixtures.

11. Nonpayment of premium.

12. Where the FAIR plan has received reliable information that the property will be intentionally damaged or destroyed for the purpose of collecting the insurance proceeds.

13. Buildings on which because of their physical condition there is an outstanding order to vacate, an outstanding demolition order or which have been declared unsafe in accordance with applicable law.

Liability hazards:

1. hazardous physical conditions, including but not limited to, unfenced swimming pools, faulty stairs, handrails, steps, exterior lighting;

2. presence of vicious animals;

3. losses where the applicant has failed to take reasonable steps to correct any situation which created past losses.

Revised 5/96

# CANCELLATIONS AND DECLINATIONS

## A. Cancellations

The insured must return the original policy or complete a Lost Policy Release Form (ACORD #35).

Cancellation requests by a finance company will be processed if we have a copy of the premium finance agreement.

If the cancellation date is more than 30 days prior to the receipt of the request to cancel by the FAIR Plan, please attach pertinent documentation i.e. closing papers or proof of other coverage.

If we cancel a policy due to "insufficient funds", payment by certified check or money order is required to reinstate coverage. **There is a $25 charge for any check returned by the bank and this must be paid with the policy premium prior to reinstatement.**

## B. Declinations

The FAIR Plan will decline ineligible properties by mailing a written notice to the applicant and producer. The written notice (Form #1, 2 & 1A) will list the condition(s) which make the property ineligible and provide the applicant with the appropriate appeal provisions should the applicant or insured wish to challenge any adverse ruling or decision made by the FAIR Plan.

# APPEALS

The applicant or insured may appeal any adverse ruling or decision of the FAIR Plan, by submitting an appeal in writing within 30 days of the date of the mailing of the decision to the general manager. The manager will decide the matter within fifteen (15) days of receiving the written appeal and notify the applicant or insured in writing of his or her decision.

The applicant or insured may appeal the Manager's decision to the Insurance Commissioner within thirty (30) days from the mailing of the Manager's decision.

Send your appeal to:

General Manager
Connecticut FAIR Plan
77 Hartland Street
SUITE 308
East Hartford, CT 06108-3260

Revised 5/98

## RENEWAL POLICIES

The FAIR Plan does not automatically issue a renewal. However, to assist the insureds and producers, the FAIR Plan issues an Expiration Notification and Application for Continued Coverage form (Forms # DQ#120 or CQ#120) approximately 60 to 90 days prior to expiration.

The original is mailed to the insured and a copy to the producer. We will accept either one that is *completed and signed by the insured* when the payment is made.

***We do not bill the mortgagee.*** The agency and the insured are responsible for notifying the mortgagee that payment is due. **

The renewal form contains coverages, renewal premiums, condition charges and ten (10) renewal questions. The signature of the insured is required.

If payment is received after the expiration date, the policy is effective the day the premium is received by the FAIR Plan.

The Expiration Notification/Renewal Quotation is valid for 60 days after the renewal expires. A new application is required after that 60-day period.

**Only Total "Gross" payments are accepted.**

Rev 11/08

# PREMIUMS AND COMMISSIONS

## A. Premium Payment

1. Payment must be received in full before coverage becomes effective.

2. All checks must be made payable to the Connecticut FAIR Plan.

3. Checks from premium finance companies are acceptable. We need a copy of the premium finance agreement.

**4.** Payment will also be accepted by Credit Card or ACH bank transfer, online only, at www.ctfairplan.com . Notice of fees: Credit Card payments will assess a non-refundable fee equal to a % of the transaction amount. ACH payments will assess a non-refundable flat fee per transaction. See website for current fees (collected by ePay vendor; not CTFP).

5. **We require the *total* annual premium before we can issue a policy.** If we receive a partial payment, we will notify all parties that we cannot process the policy until the full premium is received.

6. We do not have a payment plan.

## B. Commissions

The commission payable to the Producer of Record is ten percent (10%). Commissions will be paid monthly.

## C. Return Premiums

1. The FAIR Plan will return premium checks to the Insured or lending institution in accordance with the terms of the finance agreement.

2. *Unearned commission(s) due the Connecticut FAIR Plan will be included in the monthly Commission Statements.*

## D. Minimum Premiums

All policies written through the Plan shall be subject to a minimum premium as follows:

| | |
|---|---|
| Commercial Fire Policy | $100.00 |
| Dwelling Fire Policy | $ 50.00 |

# CLAIMS

A. Claims should be reported promptly by phone, fax, or in writing to the Claims Department using an ACORD LOSS NOTICE. Provide all pertinent information including the date, approximate amount of loss, the origin of the loss, and where the insured can be contacted. *You can also use our website to submit a claim*.

B. All loss assignments will be made by the FAIR Plan. Adjusters are not authorized to accept loss assignments for FAIR Plan losses from any other source.

C. The FAIR Plan is not open on weekends nor does it have 24-hour phone service. Instruct your Insureds to contact you immediately in an emergency situation or in the event of a serious loss. All such calls should then be reported to the FAIR Plan's claim department on the next working day.

You may hear a special message when calling the FAIR Plan on long holiday weekends. This message will tell you who to contact in emergencies.

Claims mailing address, phone/fax numbers and website:

Connecticut FAIR Plan
77 Hartland Street
SUITE 308
East Hartford, CT 06108-3260

Phone Number: (860) 528-9546 Ext. 238
FAX Number: (860) 282-0070
Website: www.ctfairplan.com

Revised 11/08

# POLICY CHANGES

Use REQUEST FOR AN ENDORSEMENT form for policy changes. All requests will be effective only after review and approval by the Plan. NO PRODUCER HAS THE AUTHORITY TO BIND THE FAIR PLAN TO ANY CHANGES. *You can request endorsement changes that do not require the insured's signature on our website www.ctfairplan.com.*

A. Increase(s) in Amount of Insurance

A request for an increase in the amount of the insurance must be explained under the "Remarks" section of the Form and provide sufficient documentation for the increase.

*Additional premium quotations are mailed to the producer and insured.*

B. Decrease(s) in Amount of Insurance

A request for a decrease in the amount of insurance will be effective the date the request is received in the Plan AND REQUIRES THE INSURED'S SIGNATURE.

C. Assignment of Interest (Change of Ownership)

We do not endorse a new owner (named insured) onto an existing policy. The new owner must complete and sign an Application for Basic Property and Liability Insurance (ACORD 66 CT). We will release a new quotation and issue a policy when we receive the full annual premium. *Amounts of insurance will be written at current building values.*

D. Other Changes

Removal permit (moving contents to a new location), change of insured or producer address, adding new perils, change of mortgagee or premium finance company, etc.

E. Change in Producers

At Renewal: No Producer of Record letter is required.

Mid-Term: We do not endorse a new producer onto an existing policy. The original policy has to be returned for cancellation. The new producer has to submit a new application with a Producer of Record letter, a quotation will be provided and coverage will become effective when we receive the total annual premium.

This procedure should not create a lapse in coverage for the insured.

***NOTE: Policies are mailed to all parties.***
***Renewal quotations are mailed to the insured and the producer – we do not mail a copy to the mortgagee.***
***New business quotations are only mailed to the producer.***

Rev. 11/08

# CONDOMINIUMS

We do not have a “wrap around” condo policy for habitational risks, i.e. one family condo. We add an “improvements and betterments” endorsement to a dwelling policy. This **does not** make our DP 00 01 a Condo policy.

A condominium association can only be insured using our basic, named perils, standard commercial fire policy.

As with any FAIR Plan submission, you should check the excess and surplus brokers for more appropriate coverage.

Revised 8/01

**Connecticut FAIR Plan**
**77 Hartland Street**
**SUITE 308**
**East Hartford, CT 06108-3260**
**(860) 528-9546**

# PRIVACY POLICY

**Dear Policyholder:**

Congress has recently passed legislation that requires financial institutions to establish policies and procedures for protecting the privacy of non-public personal financial information. This legislation also requires us to provide customers with a copy of our privacy policy. This includes protection of Social Security numbers.

**Our policy:**

We respect your right to privacy. We do not sell customer information or provide customer information to non-affiliated organizations for their own marketing purposes. We only collect information that is relevant and necessary to our business. We limit employees' access to those who need to and are trained in the proper handling of personal information.

**Our procedures:**

We get most of our information directly from you or your agent. The application you complete, as well as any other information you or your agent provides is usually all we need. Sometimes, if we need more information or need to verify information, we may contact you by phone or mail.

We treat all information we receive about you in a confidential manner. We restrict access to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information and require employees to comply with established policies.

We do not disclose nonpublic personal information about our customers or former customers to anyone, except as permitted by law. Generally this disclosure is made when it is necessary to conduct our business. For example, we may use affiliated and non-affiliated companies to assist us in settling claims, performing property inspections, providing data processing assistance, protecting against fraud, as well as those who perform audits and research for us or those in law enforcement or government regulatory agencies.

This notice is for your information. No response is required. If you feel the need to contact us about your information, we will generally make it available to you, providing it does not concern claims or other legal matters. If you feel the information is incorrect, we will correct it if we agree. If not, your opinion will be made a permanent part of your file.

FAIR • PLAN

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| Vacancy Questionnaire | FORM #7 (6/06) ** |
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| Incomplete Application Form | FORM #21 |
| Dwelling Quotation<br>Commercial Quotation | FORM DQ#97 (1/98)<br>FORM CQ#97 (1/98) |
| Declination Notices | FORMS #1, 2 or 1A |
| Cancellation Request | ACORD 35 (1/97) |
| Expiration Notification and Application for Continued Coverage (DQ Dwelling, CQ Commercial) | FORM DQ#120 (1/98)<br>FORM CQ#120 (1/98) |
| Request for Endorsement | FORM #20 9/99 |
| Commercial Policy /Declaration Page<br>Standard Property Policy - Commercial<br>Commercial Property Coverage Changes<br>Cap on Losses from Certified Acts of Terrorism (Commercial) | FORM SF95 (10/97)<br>CP 0099 04 02<br>FORM #134 (04/03)<br>IL 09 52 11 02 or<br>IL 09 52 01 08 |
| Dwelling Policy Declarations Page<br>Dwelling Property Basic Form<br>Special Provisions - Dwelling<br>Limited Fungi, Wet or Dry Rot, or Bacteria Coverage<br>Cap on Losses from Certified Acts of Terrorism (Dwelling)<br>Acknowledgement of Exclusion of Animal Liability Coverage | FORM SF95 (10/97)<br>DP 00 01 07 88<br>FORM #168 (2/01)<br>DP 04 23 09 02<br>DP 05 37 11 03 or<br>DP 05 37 06 08 |
| Hurricane Deductible (Coastal Dwelling Fire as of 1/2009) | CFP-HUR-08-07 |

Water Exclusion Endorsements for Commercial and Dwelling Fire effective 1/09

** available to download from our website www.ctfairplan.com

## LIABILITY FORMS/ENDORSEMENTS

| | |
|---|---|
| Lead Exclusion | CFP #181 (11/92) |
| Personal Liability Additional Policy Conditions | CF #170 03/98 |
| Personal Liability Basic Form | DL 24 01 07 88 |
| Premises Liability (Non-owner Occupied) | DL 24 11 07 88 |
| No Coverage For Home Day Care Business | DL 24 16 07 88 |
| Limited Fungi, Wet or Dry Rot, or Bacteria Coverage | DL 24 71 04 02 |
| Animal Liability Exclusion Endorsement | Animal Exclusion Endt |